

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Will Allen, Redevelopment Administrator/797-2093

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE DAVIE COMMUNITY REDEVELOPMENT AGENCY'S PURCHASE OF PROPERTY FROM BRUCE BLACK; AND PROVIDING FOR AN EFFECTIVE DATE

**REPORT IN BRIEF:** This resolution ratifies the Davie Community Redevelopment Agency's purchase of a vacant lot owned by Mr. Bruce Black. This 50' x 145' lot is located on the west side of SW 56th Avenue. It is near other lots in the Eastside neighborhood which the CRA has purchased and either developed for housing or donated to Habitat For Humanity for housing. A purchase contract has been signed by the seller. This contract for purchase of the property was prepared by the CRA attorney's, Holland & Knight. The purchase price of the land offered and accepted is \$13,000. The purchase price was based on an appraisal obtained by the CRA from AMH Appraisal Consultants, Inc. A copy of the appraisal is attached. A Phase One Environmental Site Assessment Report was received including this property. This report concluded there is no evidence of recognized environmental conditions in connection with the property.

**PREVIOUS ACTIONS:** The Davie CRA adopted a resolution authorizing purchase of lots in the Eastside Neighborhood including the subject property on July 9, 2001. The resolution authorized the purchase at the appraised value and only through voluntary sale. the resolution is attached. The CRA had previously authorized purchasing the lots including obtaining surveys, appraisals, etc.

**FISCAL IMPACT:**

Has request been budgeted? yes

If yes, expected cost: \$13,000.00

Account Name: Special Projects 01-0405-515.05-02

**RECOMMENDATION(S):** Motion to approve the Resolution.

**ATTACHMENTS:** Resolution

Purchase Contract

Appraisal Report

Survey

Phase 1 Environmental Site Assessment Report

CRA Resolution Authorizing Purchase

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE DAVIE COMMUNITY REDEVELOPMENT AGENCY'S PURCHASE OF PROPERTY FROM BRUCE BLACK; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Davie created the Davie Community Redevelopment Agency (CRA) pursuant to Ordinance 88-23 adopted on May 5, 1988; and

WHEREAS, pursuant to Ordinance 92-24, the Town Council delegated to the CRA the power to make and execute contracts and other instruments necessary or convenient to the carrying out of Community Redevelopment projects and related activities within its area of operation; and

WHEREAS, the CRA has identified a lot on SW 56th Avenue for acquisition; and

WHEREAS, the property is owned by Bruce Black; and

WHEREAS, the CRA had an appraisal completed on the property and the owner is willing to sell the property for the appraised value of \$13,000.00 and for each party to pay the customary closing costs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE FLORIDA.

SECTION 1. The Town Council of the Town of Davie ratifies the CRA's purchase of a lot from Bruce Black of the following described property:

Lot 11, Block 1 of "Davie Little Ranches Amended:, according to the Plat thereof, as recorded in Plat Book 28, Page 35 of the Public Records of Broward County, Florida. Said lands lying in the Town of Davie, Broward County, Florida.

SECTION 2. This Resolution shall take affect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

# Davie Community Redevelopment Agency

August 17, 2001

Holland & Knight  
Ms. Susan Delegal  
PO BOX 14070  
Ft. Lauderdale, FL 33302

Dear Sue:

Enclosed please find copies of the Sale and Purchase Contracts from Glorian Badger Oliver, Bruce Black and Florida One Construction, Inc., a Florida Corporation, for vacant lots in Potter Park. Escrow checks will follow after the process by the Finance Department has been completed.

If I can be of any further assistance to you in this regard, please feel free to contact me.

Sincerely,



Will Allen  
Redevelopment Administrator



4700 Davie Road, Suite C • Davie, Florida 33314-3399

Telephone: (954) 797-2093 Fax: (954) 797-2095

**Residential Sale and Purchase Contract for Vacant Land  
(No Brokers)**

**I. SALE AND PURCHASE:** Bruce Black ("Seller") and Davie Community Redevelopment Agency and/or its subsidiaries, affiliates and/or assigns ("Buyer") agree to sell and buy on the terms and conditions specified below the property described as:

Address: Davie Little Ranches Ammended Block 1, Lot 11, Broward County.

Legal Description: Lot 11 in Block 1 of DAVIE LITTLE RANCHES AMENDED, according to the Plat thereof, recorded in Plat Book 28, Page 35, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida. (the "Property")

Tax ID No.:

**PRICE**

**I. PURCHASE PRICE:**

Payable by Buyer in U.S. currency as follows:

\$13,000.00

A. \$ 1,000.00

Deposit received (checks are subject to clearance)

\_\_\_\_\_, 2001 by Lawyers Title Insurance

Corporation ("Escrow Agent" or "Closing Agent")

B. \$12,000.00

Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by wired funds.

**CLOSING**

**I. CLOSING DATE:** This Contract will be closed and the deed and possession delivered on or before \_\_\_\_\_, 2001 ("Closing Date"), unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days.

**II. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

**A. Seller Costs:** Seller will pay taxes and surtaxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens and, if an Improvement is substantially completed as of Effective Date, an amount equal to the last estimate of the assessment.

**B. Buyer Costs:** Buyer will pay taxes and recording fees on notes and mortgages; recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy; inspections; survey; flood insurance.

**C. Title Evidence and Insurance:** Seller will provide title evidence as specified in Paragraph

Buyer (Dr) ( ) and Seller (Bb) ( ) acknowledge receipt of a copy of this page, which is Page 1 of Pages.

8. Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

**D. Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real estate taxes, assessments and other current expenses and revenues of the Property. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for exemptions and improvements. Buyer is responsible for property tax increases due to change in ownership.

**E. Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

#### PROPERTY CONDITION

**I. REAL PROPERTY DISCLOSURE:** Seller represents that Seller does not know of any facts that materially affect the value of the Property, including violations of governmental laws, rules and regulations, other than those that Buyer can readily observe or that are known by or have been disclosed to Buyer.

**A. Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**B. Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

**II. INSPECTIONS:** Seller will keep the Property in the same condition from Effective Date until closing. Seller will provide access for Buyer's inspection. Buyer shall have a forty-five (45) day due diligence period for any and all inspections ("Due Diligence Period") from the Effective Date of this Contract. On or before the end of the Due Diligence Period, Buyer shall have the right to (a) continue towards closing according to the terms and conditions agreed to herein, or (b) cancel this Contract for any reason in Buyer's sole and absolute discretion. Upon cancellation, Buyer shall return all Seller-provided title evidence, surveys, appraisals, etc. and Buyer's deposits shall be immediately and fully refunded to Buyer. After the forty-five (45) day Due Diligence Period, the deposits shall not be refundable unless there is a Seller default as provided under the terms of the Contract.

**III. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing, Buyer may accept the Property "as is" with Seller assigning the insurance proceeds for the Property to Buyer at closing or Buyer may cancel this Contract.

#### TITLE

Buyer WA ( ) and Seller MB ( ) acknowledge receipt of a copy of this page, which is Page 2 of Pages.

**I. TITLE:** Seller will convey marketable title to the Property by statutory warranty deed.

**A. Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; and encumbrances that Seller will discharge at or before closing. Seller will within 5 days of Effective Date, deliver to Buyer a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update.

**B. Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 20 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either (i) cancel this Contract and receive an immediate and full refund of all its deposits or (ii) accept title with existing defects and close the transaction.

**C. Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments of the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

#### MISCELLANEOUS

**I. EFFECTIVE DATE; TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning the county where the Property is located) of the appropriate day.

**II. NOTICES:** All notices will be made to the parties by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

**III. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller.

Buyer (Signature) ( ) and Seller (Signature) ( ) acknowledge receipt of a copy of this page, which is Page 3 of Pages.

No prior or present agreements will bind Buyer or Seller unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

**IV. PERSONS BOUND:** The terms "Buyer" and "Seller" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns of Buyer and Seller.

#### **DEFAULT**

**I. DEFAULT:** (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposits without waiving the right to seek damages or to seek specific performance. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance.

#### **ESCROW AGENT AND BROKERS**

**I. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate. Buyer and Seller agree to share equally the cost of Escrow Agent's escrow fees and to execute an escrow agreement required by Escrow Agent.

**II. BROKERS:** Buyer and Seller warrant and represent to each other that there are no brokers in this transaction. Each party ("Indemnitor") indemnifies and holds the other party harmless from and against any claims, liabilities and damages arising out of brokerage claims for brokers engaged by Indemnitor.

Buyer (WA) ( ) and Seller (M) ( ) acknowledge receipt of a copy of this page, which is Page 4 of Pages.

# OFFER AND ACCEPTANCE

Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy delivered to Buyer no later than 5 p.m. E.S.T. on August 20, 2001, this offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

Date: August 1, 2001	Buyer: DAVIE COMMUNITY REDEVELOPMENT AGENCY By: Name: Will Allen Title: Redevelopment Administrator	Tax ID/SSN: 16-11-196811-54C
Phone: (954) 797-2093 Fax: (954) 797-2095	Address: 4700 Davie Road, Suite C Davie, FL 33314 <i>Will Allen</i>	
Date: <i>8/6/01</i>	Seller: Bruce Black Name: <i>Bruce A. Black</i>	Tax ID/SSN: 264-84-8226
Phone: (954) 920-7044 Fax: (954) 920-7044	Address: 1505 Wiley Street Hollywood, FL 33020-0522	

Effective Date: \_\_\_\_\_ (The date on which the last of the Buyer or Seller signed or initialed acceptance of the contract.)

Buyer (*Wg*) ( ) and Seller (*Bb*) ( ) acknowledge receipt of a copy of this page, which is Page 5 of Pages.



# **APPRAISAL REPORT**

**OF**

**A Vacant Lot**

**Davie Little Ranches Ammended**

**Block 1, Lot 11**

**AS OF:**

**May 26, 2001**

**PREPARED FOR:**

**Town of Davie Development Agency  
William Allen  
6591 Orange Drive Davie  
Florida 33314**

**PREPARED BY:**

**AMH Appraisal Consultants, Inc.  
Ann Marie McCarthy, MAI, CCIM  
2455 East Sunrise Boulevard Ste 209  
Fort Lauderdale, Florida 33304**

# LAND APPRAISAL REPORT

File No. 1248

Borrower William Allen Census Tract 701 Map Reference \_\_\_\_\_  
 Property Address Davie Little Ranches Amended  
 City Davie County Broward State Florida Zip Code 33314  
 Legal Description Davie Little Ranches Amended Block 1, Lot 11  
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD  
 Actual Real Estate Taxes \$ \$330.00 (yr) Loan Charges to be paid by seller \$ N/A Other Sales Concessions N/A  
 Lender/Clerk Town of Davie Development agency Address 6591 Orange Drive Davie, Florida 33314  
 Occupant Vacant Appraiser Ann Marie McCarthy Instructions to Appraiser Land Only

Location ☐ Urban ☒ Suburban ☐ Rural  
 Built Up ☐ Over 75% ☒ 25% to 75% ☐ Under 25%  
 Growth Rate ☐ Fully Dev. ☒ Rapid ☒ Steady ☐ Slow  
 Property Values ☒ Increasing ☐ Stable ☐ Declining  
 Demand/Supply ☐ Shortage ☒ In Balance ☐ Oversupply  
 Marketing Time ☐ Under 3 Mos. ☐ 4-6 Mos. ☒ Over 6 Mos.  
 Present Land Use 50 % Family 10 % Industrial 15 % Vacant 25 % Commercial  
 Change in Present Land Use ☒ Not Likely ☐ Likely ☐ Taking Place (\*)  
 (\*) From \_\_\_\_\_ To \_\_\_\_\_  
 Predominate Occupancy ☒ Owner ☐ Tenant 100 % Vacant  
 Single Family Price Range \$ 65,000 to \$ 100,000 Predominate Value \$ \$75,000  
 Single Family Age 1956 yrs to 1986 yrs. Predominate Age 31 yrs

Employment Stability ☒ Good ☐ Avg. ☐ Fair ☐ Poor  
 Convenience to Employment ☒  
 Convenience to Shopping ☒  
 Convenience to Schools ☒  
 Adequacy of Public Transportation ☒  
 Recreational Facilities ☒  
 Adequacy of Utilities ☒  
 Property of Compatibility ☒  
 Protection from Detrimental Conditions ☒  
 Police and Fire Protection ☒  
 General Appearance of Properties ☒  
 Appeal to Market ☒

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located one block north of Orange Drive and 1/2 mile west of the Florida Turnpike. A small park and ballfield is located one block to the west of the subject. Approximately one mile to the west are several colleges and universities along College Boulevard. The neighborhood consists of several uses such as residential, apartment buildings and the town of Davie Community Hall.

Dimensions 55 feet wide by a depth of 150 feet = 8,250 sf Sq. Ft. or Acres ☐ Corner Lot  
 Zoning Classification R-S, Low/Medium Density Dwelling, Davie Present Improvements ☒ do ☐ do not conform to zoning regulations  
 Highest and best use ☐ Present use ☒ Other (specify) To be improved with a multi-family residential use  
 Public ☐ Other (describe) No utilities on-site  
 Elec. ☐ Gas ☐ Water ☐ San. Sewer ☐ Underground Elec. & Tel.  
 OFF SITE IMPROVEMENTS: Street Access ☒ Public ☐ Private  
 Surface Asphalt Maintenance ☐ Public ☒ Private  
 Storm Sewer ☐ Curb/Gutter ☒ Sidewalk ☐ Street Lights  
 Topo Level to street Size 8,250 square feet or .18 acres  
 Shape Rectangular shaped lot View View of Potter Park and Residential Homes  
 Drainage Adequate Is the property located in a HUD identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable) including any apparent adverse easements, encroachments or other adverse conditions: Subject lot is located in an older single-family residential neighborhood with a slow increase of new construction of retail, low income housing, city agencies, and multi-family buildings. The neighborhood has gone from stabilization to a slow increase of new development.

The undersigned has rected three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

SUBJECT PROPERTY	COMPARABLE NO 1	COMPARABLE NO 2	COMPARABLE NO 3
Address <u>Davie Little Ranches Ammen Block 1, Lot 11</u>	<u>Washington Park 3rd Add 21-43 B, Lot 21 Blk 24</u>	<u>Washington Park 3rd Add 21-43 B Lot 1 Blk 28</u>	<u>Stoneridge Estates 75-15, B, Lot 15 Blk 3</u>
Proximity to Subject	<u>8 miles northeast</u>	<u>8 miles northwest</u>	<u>10 miles north</u>
Sales Price	<u>\$ 9,000</u>	<u>\$ 7,900</u>	<u>\$ 19,000</u>
Price	<u>\$ 1.73</u>	<u>\$ 1.59</u>	<u>\$ 2.40</u>
Date Source	<u>Town of Davie</u>	<u>Jeffrey Schuk</u>	<u>Renand Jean</u>
Date of Sale and Time Adjustment	<u>July, 1999</u>	<u>December, 2000</u>	<u>January, 2000</u>
Location	<u>Interior lot</u>	<u>Similar</u>	<u>Superior</u>
Site/View	<u>View of Potter Park</u>	<u>Residential View</u>	<u>Residential View</u>
Zoning	<u>Res. zoning</u>	<u>Res. zoning</u>	<u>Res. zoning</u>
Size	<u>8,250 sf</u>	<u>5,200 sf</u>	<u>4,950 sf</u>
Access	<u>Side Street</u>	<u>Side Street</u>	<u>Secondary Street</u>
Sales or Financing	<u>N/A</u>	<u>Cash</u>	<u>Cash</u>
Concessions	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Net Adj. (Total)	<u>\$ +4,500</u>	<u>\$ +5,000</u>	<u>\$ -4,500</u>
Indicated Value of Subject	<u>\$ 13,500</u>	<u>\$ 12,900</u>	<u>\$ 14,500</u>

Comments on Market Data: All comparables sold between July, 1999 and December, 2000. Sales one and two are smaller and sale three is superior in location.

Comments and Conditions of Appraisal: Comparables One, Two and Three reflect \$1.59, \$1.73 and \$2.40 per square foot. They are overall similar in location size and zoning compared to the subject.

Final Reconciliation: The comparable sales give a good indication of market value with the most weight placed on sales one and two. The subject's value is estimated at \$13,000.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 26, 2001 to be \$ \$13,000  
 Appraiser(s) Maibritt Culotta Review Appraiser (if applicable) Ann Marie McCarthy  
 Maibritt Culotta Ann Marie McCarthy, MA, CCIM  
☒ Did ☐ Did Not Physically Inspect Property

**APPRAISER'S CERTIFICATION:**

The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:**

If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:**

Davie Little Ranches Amended, Block 1, Lot 11

**APPRAISER:**

Signature: Michele A. Celotto  
Name: Michele A. Celotto  
Date Signed: May 26, 2001  
State Certification #: 0008420  
or State License #: 0008420  
State: Florida State Registered Assistant Appraiser  
Expiration Date of Certification or License: 11/02

**SUPERVISORY APPRAISER**

(only if required)

Signature: Ann Marie McCarthy  
Name: Ann Marie McCarthy, MAI, CCIM  
Date Signed: May 26, 2001  
State Certification #: 0001971  
or State License #: 0001971  
State: Florida State Certified General Appraiser  
Expiration Date of Certification or License: 11/02  
☒ Did ☐ Did Not Inspect Property

# SUBJECT PHOTO ADDENDUM

File No. 1248

Borrower William Allen

Property Address Davie Little Ranches Ammended

City Davie County Broward

State Florida

Zip Code 33314

Lender/Client Town of Davie Planning Agency

Address 6591 Orange Drive Davie, Florida 33314



**FRONT OF  
SUBJECT PROPERTY**

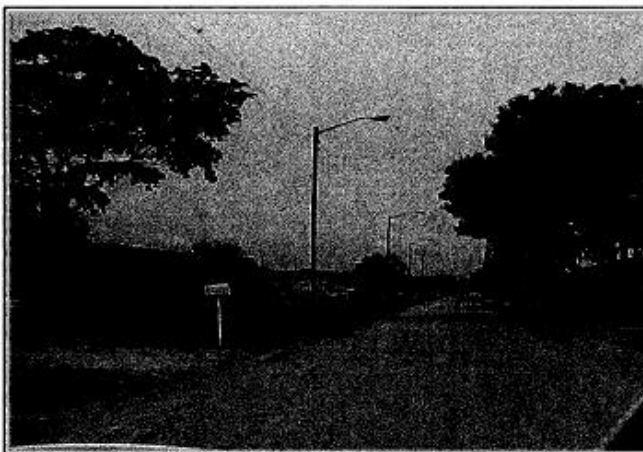
Address

Davie Little Ranches Amm.

Block 1, Lots 11, 44, 45, 48, 49, 51



**REAR OF  
SUBJECT PROPERTY**



**STREET SCENE**

**COMPARABLES 1-2-3 PHOTO ADDENDUM**

File No. 1248

Borrower William Allen

Property Address Davie Little Ranches Ammended

City Davie County Broward

State Florida

Zip Code 33314

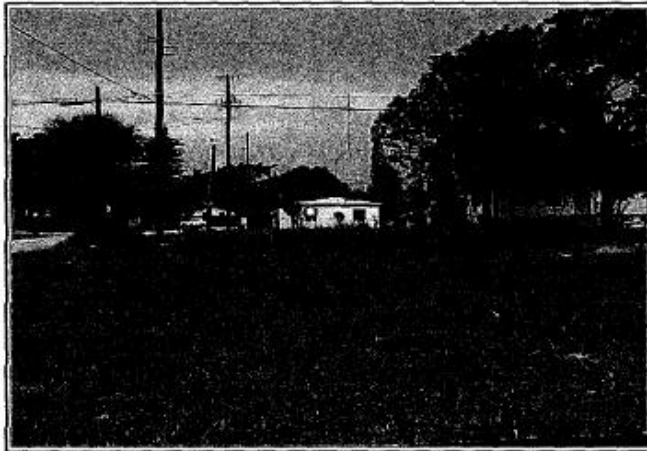
Lender/Client Town of Davie Planning Agency

Address 6591 Orange Drive Davie, Florida 33314



**COMPARABLE SALE #1**

Address  
Washington Park 3rd Add  
21-43 B, Lot 21 Blk 24



**COMPARABLE SALE #2**

Address  
Washington Park 3rd Add  
21-43 B Lot 1 Blk 28



**COMPARABLE SALE #3**

Address  
Stoneridge Estates 75-15.  
B, Lot 15 Blk 3

## DESCRIPTION:

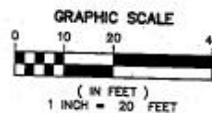
SHEET 1 OF 1

ALL OF LOT 11, BLOCK 1 OF "DAVE LITTLE RANCHES AMENDED" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 35 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

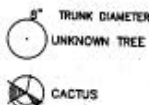
SAID LANDS LYING IN THE TOWN OF DAVE, BROWARD COUNTY, FLORIDA.

## NOTES:

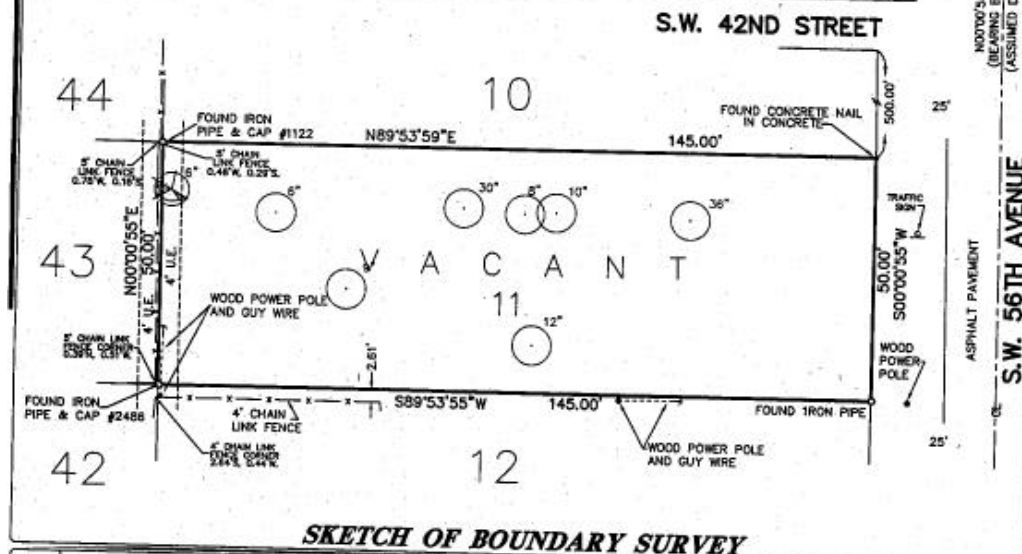
1. U.E. = UTILITY EASEMENT
2. SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS OR OTHER MATTERS OF RECORD, AND OWNERSHIP WAS NOT DETERMINED.
3. SCALE OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY.
4. EASEMENTS SHOWN HEREON ARE PER PLAT
5. BURIED FOUNDATIONS AND UNDERGROUND UTILITIES, IF ANY, WERE NOT SHOWN
6. THERE ARE NO VISIBLE ABOVE GROUND ENCROACHMENTS EXCEPT AS NOTED.
7. RECORD DIRECTIONS AND DISTANCES AND FIELD MEASURED DIRECTIONS AND DISTANCES ARE WITHIN REQUIRED ACCURACY FOR THIS SURVEY UNLESS OTHERWISE SHOWN.



## LEGEND:



LAWYERS TITLE INSURANCE CORPORATION TITLE COMMITMENT FILE NO. 0102389 - 340					
EFFECTIVE DATE: MARCH 11, 2001 AT 8:00 A.M. 2001					
ITEM NO.	INSTRUMENT	DESCRIPTION	RECORDING DATA	AFFECTS	PLOTTED
1 & 2	STANDARD EXCEPTIONS				
3	RECORDED PLAT	EASEMENTS	PLAT BOOK 28 PG 35	YES	YES
4	RESOLUTION ADOPTING ZONING	ZONING & BUILDING REGULATIONS	ORB 776, PG 479	YES	AFFECTS ENTIRE PROPERTY
4	RESOLUTION AMENDMENT	AMENDMENT TO RESTRICTION RE: POULTRY & ANIMALS	ORB 776, PG 505	YES	AFFECTS ENTIRE PROPERTY
5	RESOLUTION	DRAINAGE REGULATIONS	ORB 3438, PG 60	YES	AFFECTS ENTIRE PROPERTY
6	ORDINANCE NO. 88-23	CREATING A COMMUNITY REDEVELOPING AGENCY	ORB 27841, PG 23	YES	AFFECTS ENTIRE PROPERTY
6	ORDINANCE NO. 88-23	CREATING A COMMUNITY REDEVELOPING AGENCY	ORB 28701, PG 129	YES	AFFECTS ENTIRE PROPERTY
7	ORDINANCE NO. 1998-15	AMENDMENT TO BROWARD COUNTY LAND USE PLAN	ORB 28455, PG 213	YES	AFFECTS ENTIRE PROPERTY



## SKETCH OF BOUNDARY SURVEY

CERTIFIED TO: DAVE COMMUNITY REDEVELOPMENT AGENCY LAWYERS TITLE INSURANCE CORPORATION & HOLLAND & KNIGHT LLP		I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 4917-5, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 491.027, FLORIDA STATUTES. DATED THIS 19th DAY OF OCTOBER, 2000, A.D.  WILLIAM M. LYNCH PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA REGISTRATION NO. 4058 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
5-25-01 ADD TITLE COMMITMENT CHART DATE REVISIONS DATE		
DRAWN BY: PSS CHECKED BY: JNS		PROJECT NO. 71315-0 FILE NO. 11-1A-344



**PHASE I  
ENVIRONMENTAL SITE ASSESSMENT®  
REPORT F-3008**

**SIX RESIDENTIAL PARCELS PROPERTY  
LOTS 11, 44, 45, 48, 49 & 51, BLOCK 1  
DAVIE LITTLE RANCHES AMENDED  
SUBDIVISION  
DAVIE, FLORIDA**



Davie Community Redevelopment Agency  
4700 Davie Road  
Davie, Florida 33314

July 12, 2001

Attn: Mr. Will Allen

Re: Phase I Environmental Site Assessment® F-3008  
Six Residential Parcels Property  
Lots 11, 44, 45, 48, 49 and 51, Block 1  
Davie Little Ranches Amended Subdivision  
Davie, Florida

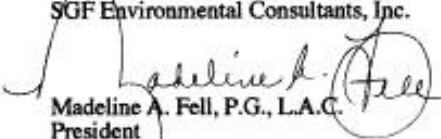
Dear Mr. Allen:

Subsequent to your requisition of May 29, 2001, and receipt of the signed commitment letter on June 18, 2001, SGF Environmental Consultants, Inc. (SGF), conducted a phase I environmental site assessment of the referenced property, in Davie, Florida, on July 3, 2001. Enclosed is one original final report.

The purpose of this assessment was to make an evaluation based on the available information as to whether there had been a release of petroleum or hazardous substances to the environment on the subject property. The scope of work included a site walkover to the extent accessible, a review of the site history, an Environmental Data Search® and an environmental regulatory agency review. No subsurface investigation or qualitative/quantitative chemical testing was performed as part of this assessment. This assessment was performed in substantial accordance with the requirements of ASTM E-1527, and is subject to the limitations stated in the *Limitations* section and to the SGF *Terms and Conditions*.

We have enjoyed working with you on this project. If you have any questions or comments, please do not hesitate to contact the undersigned at (954) 344-6106.

Respectfully submitted,  
SGF Environmental Consultants, Inc.

  
Madeline A. Fell, P.G., L.A.C.  
President  
(07/12/01)

MAF  
Report Enclosed



**PHASE I  
ENVIRONMENTAL SITE ASSESSMENT®  
REPORT F-3008**

**SIX RESIDENTIAL PARCELS PROPERTY  
LOTS 11, 44, 45, 48, 49 & 51, BLOCK 1  
DAVIE LITTLE RANCHES AMENDED  
SUBDIVISION  
DAVIE, FLORIDA**

**PREPARED FOR**

Mr. Will Allen  
Davie Community Redevelopment Agency  
4700 Davie Road  
Davie, Florida 33314

**PREPARED BY**

SGF Environmental Consultants, Inc.  
10239 West Sample Road  
Coral Springs, Florida 33065  
(954) 344-6106  
FAX: (954) 753-2371  
e-mail: sgfincfl@cs.com

July 12, 2001

## TABLE OF CONTENTS

	Page Number
EXECUTIVE SUMMARY	1
Key Findings	1
Opinions	2
Conclusions	3
INTRODUCTION	4
SITE CHARACTERIZATION	4
SITE HISTORY	6
Historical Property Ownership and Uses	6
ENVIRONMENTAL DATA SEARCH®	8
ENVIRONMENTAL REGULATORY AGENCY REVIEW	11
State of Florida Department of Environmental Protection (DEP)	11
Broward County	
Department of Planning and Environmental Protection (DPEP)	11
Florida Power & Light Company (FP&L)	12
SITE VISIT	12
Subject Property Observations	12
Adjacent Property Observations	13
LIMITATIONS	13
FIGURES	
Figure 1 - Subject Property Location Index Map	
Figure 2 - Site Layout Map of Subject and Adjacent Properties	
Figures 3-3e - Pictorial Representation of the Subject Property	
TABLES	
Table I - Aerial Photographs	7
Table II - ASTM E-1527 Required Search Documents	8
Table III - Supplemental Search Documents	9
TERMS and CONDITIONS	

## EXECUTIVE SUMMARY

A phase I environmental site assessment of the "Six Residential Parcels" property, located on the east side of S.W. 57th Avenue, west of S.W. 56th Avenue, and 1,200± feet north of Orange Drive, in Davie, Florida, was conducted on July 3, 2001. The subject property is located in a commercial/residential setting, and is reported to be currently zoned as "Eastside Neighborhood Special Zoning District (ENSZD).

The scope of work included a site walkover to the extent accessible, a review of the site history, an Environmental Data Search® and an environmental regulatory agency review. No subsurface investigation or qualitative/quantitative chemical testing was performed as part of this assessment and no other work was requested by the client.

Based upon the observations made and information gathered as part of this environmental assessment, SGF Environmental Consultants, Inc. (SGF) presents the following key findings, opinions and conclusions:

### Key Findings

1. The subject property consists of six (6) 7,250± square foot (0.17± acres) rectangular-shaped non-contiguous parcels of land that comprise a total area of 43,500± square feet (1.0± acre). The subject parcels include Lots 11, 44, 45, 48, 49 and 51. Lot 11 is situated on the west side of S.W. 56th Avenue, just southeast of Lot 44. Lots 44, 45, 48, 49 and 51 are located on the east side of S.W. 57th Avenue. The six parcels are positioned on the south side of S.W. 42nd Street. Lots 44 and 45 are contiguous, as well as Lots 48 and 49. The subject parcels are otherwise separated from each other by either undeveloped residential parcels or single family residences.
2. The individual parcels are oriented in an east-west direction. The collective parcels 44, 45, 48, 49 and 51 are bounded to the north, east and south by either undeveloped residential parcels or single family residences; and to the west by S.W. 57th Avenue, beyond which lies undeveloped land, apartments, a multi-tenant office/warehouse building and a single family residence to the southwest, west central and northwest, respectively. Lot 11 is bounded to the north, south and west by either undeveloped residential parcels or single family residences; and to the east by S.W. 56th Avenue, beyond which lies undeveloped residential parcels and single family residences. The parcels are relatively level and are at or slightly above the road grade of S.W. 57th Avenue to the west. Lot 11 is slightly below the road grade of S.W. 56th Avenue to the east.
3. The subject parcels are currently undeveloped and vegetated. Based on the available historical information, the subject parcels were not previously developed since at least 1963 (earliest available historical aerial photograph). What appeared to be a vehicle storage area or salvage yard adjoins Lot 45 to the northeast in the 1971-1984 aerial photographs, and was approximately located on Lots 8 and 9. The remaining adjoining properties were either vacant or developed with residential uses. No file was listed at the regulatory agency for addresses that would correspond to Lots 8 and 9.

4. Potable water and sanitary sewer services are available to the area of the subject property by the City of Davie, although water and sewer lines have not yet been installed on the individual parcels. Stormwater runoff not handled by on-site percolation is likely directed to adjoining properties and roadways as no catch basins were noted in the paved streets or grassy areas. According to a representative of the prospective purchaser Mr. Will Allen with the Davie Community Redevelopment Agency, no municipal storm sewer system is present in the neighborhood.
5. Electricity is provided to the area by Florida Power & Light (FP&L) Company powerlines situated in utility easements that extend along the east side of S.W. 57<sup>th</sup> Avenue, the west side of S.W. 56<sup>th</sup> Avenue, as well as between Lots 1 through 11 and Lots 43 through 53. A pole mounted transformer unit was located near the southwest corner of Lot 11 and near the southeast corner of Lot 51. No pad mounted units were observed on the subject parcels.
6. No natural gas, propane gas, emergency generators, above-ground storage tanks (ASTs) or underground storage tanks (USTs) are known to be located on the subject property. In addition, no fill ports or vent pipes normally associated with USTs were observed on the accessible portions of the site at the time of the site visit. No registered storage tank facilities were reported for the subject property addresses in the reviewed regulatory data bases.
7. Except for limited household trash (*i.e.* paper, plastic, bottles, cans) intermittently located on the parcels, no significant solid waste dumping was observed in the accessible areas. More solid waste dumping consisting of general household trash was noted on Lot 11 than the remainder of the subject parcels and a car was parked near the northeast corner of Lot 11. A small makeshift camp and bedding was also noted under a tree located on the east side of Lots 44 and 45. No improperly-stored petroleum or hazardous substances were observed on the accessible portions of the property and no evidence of a release of petroleum or hazardous substances were observed on the property at the time of the site visit.
8. No registered storage tank facilities were reported for adjoining and/or nearby properties. In addition, no facilities listed as the sites of leaking underground storage tank (LUST) systems situated within the ASTM defined Approximate Minimum Search Distance (AMSD) of 0.50± miles, that is identified for LUST facilities.
9. Two facilities, *i.e.*, the Haniff Auto Salvage facility, located 350± feet west of the subject property at 4221 S.W. 57th Terrace and the International Salvage, Inc. facility, also located 350± feet west of the subject property at 4285 S.W. 57th Terrace, have Hazardous Material Facility Licenses with the Broward County Department of Planning and Environmental Protection (DPEP). According to information contained in the DPEP files, both facilities have current Hazardous Material Facility Licenses and no reports of discharges are listed for either facility. Haniff Auto Salvage has been issued previous violations for improper labeling and secondary containment issues; however, both facilities are currently in compliance.

### Opinions

#### Storage

Based upon the observations made and information gathered as part of this phase I environmental site assessment of the subject property described herein, it is the opinion of SGF that no petroleum or hazardous substances were improperly stored on the property at the time of the site visit.

### Releases

The available evidence indicates there has not been a recorded or observed release of petroleum or hazardous substances to the environment on the subject property which would endanger the public health or the environment, or be likely to require remedial action by the State of Florida Department of Environmental Protection (DEP) and/or the Broward County DPEP.

Although no documented releases of petroleum or hazardous substances are reported for the subject property, please note that positive documentation of groundwater quality can only be determined through analytical testing.

### Conclusions

SGF Environmental Consultants, Inc. (SGF) has performed a phase I environmental site assessment in substantial conformance with the scope and limitations of ASTM Practice E-1527 of the "Six Residential Parcels" property, located on the east side of S.W. 57th Avenue, west of S.W. 56th Avenue, and 1,200± feet north of Orange Drive, in Davie, Florida (the "property"). Exceptions to, or deletions from, this practice are described in the *Introduction* and *Limitations* sections of this report. Except for what appeared to be a vehicle storage area or salvage yard that adjoined Lot 45 to the northeast in the 1971-1984 aerial photographs, and was approximately located on Lots 8 and 9, the assessment has revealed no evidence of recognized environmental conditions in connection with the "property". Therefore, no assessment of the soil and/or groundwater is recommended for this site at this time, although further investigation may be warranted if a potential impact to the soil and/or groundwater is indicated at the time of construction on the eastern portion of Lot 45.

## INTRODUCTION

A phase I environmental site assessment of the "Six Residential Parcels" property, located on the east side of S.W. 57<sup>th</sup> Avenue, west of S.W. 56<sup>th</sup> Avenue, and 1,200± feet north of Orange Drive, in Davie, Florida, was conducted for Mr. Will Allen with the Davie Community Redevelopment Agency, on July 3, 2001. The reason for the assessment was to make an evaluation based on the available information as to whether there had been a release of petroleum or hazardous substances to the environment on the subject property.

The scope of work included a site walkover to the extent accessible, a review of the site history, an Environmental Data Search<sup>®</sup> and an environmental regulatory agency review. No subsurface investigation or qualitative/quantitative chemical testing was performed as part of this assessment, and no other work was requested by the client. This assessment was performed in substantial accordance with the requirements of ASTM E-1527, and is subject to the limitations stated in the *Limitations* section and to the attached *Terms and Conditions*.

## SITE CHARACTERIZATION

### Site Improvements

The subject property consists of six (6) 7,250± square foot (0.17± acres) rectangular-shaped non-contiguous parcels of land that comprise a total land area of 43,500± square feet (1.0± acre). The subject parcels include Lots 11, 44, 45, 48, 49 and 51. Lot 11 is situated on the west side of S.W. 56<sup>th</sup> Avenue, just southeast of Lot 44. Lots 44, 45, 48, 49 and 51 are located on the east side of S.W. 57<sup>th</sup> Avenue. The six parcels are positioned on the south side of S.W. 42<sup>nd</sup> Street. Lots 44 and 45 are contiguous, as well as Lots 48 and 49. The subject parcels are otherwise separated from each other by either undeveloped residential parcels or single family residences. The subject property is located in a commercial/residential setting, and is reported to be currently zoned as "Eastside Neighborhood Special Zoning District (ENSZD).

The subject parcels are currently undeveloped and vegetated. Based on the available historical information, the subject parcels were not previously developed since at least 1963 (earliest available historical aerial photograph).

Potable water and sanitary sewer services are available to the area of the subject property by the City of Davie, although water and sewer lines have not yet been installed on the individual parcels. Stormwater runoff not handled by on-site percolation is likely directed to adjoining properties and roadways as no catch basins were noted in the paved streets or grassy areas. According to a representative of the prospective purchaser Mr. Will Allen with the Davie Community Redevelopment Agency, no municipal storm sewer system is present in the neighborhood.

Electricity is provided to the area by Florida Power & Light (FP&L) Company powerlines situated in utility easements that extend along the east side of S.W. 57<sup>th</sup> Avenue, the west side of S.W. 56<sup>th</sup> Avenue, as well as between Lots 1 through 11 and Lots 43 through 53. A pole mounted transformer unit was located near the southwest corner of Lot 11 and near the southeast corner of Lot 51. No pad mounted units were observed on the subject parcels.

No natural gas, propane gas, emergency generators, above-ground storage tanks (ASTs) or underground storage tanks (USTs) are known to be located on the subject property. No registered storage tank facilities were reported for the subject property addresses in the reviewed regulatory data bases.

### **Neighborhood Improvements**

Adjoining property uses include: Undeveloped residential parcels or single family residences to the north, east and south; and undeveloped land, apartments, a multi-tenant office/warehouse building and a single family residence to the southwest, west central and northwest, respectively, across S.W. 57<sup>th</sup> Avenue.

No registered storage tank facilities were reported for adjoining and/or nearby properties. In addition, no facilities listed as the sites of leaking underground storage tank (LUST) systems situated within the ASTM defined Approximate Minimum Search Distance (AMSD) of 0.50± miles, that is identified for LUST facilities. Additional information is provided in the *Environmental Data Search*<sup>©</sup> and *Environmental Regulatory Agency Review* sections of this report.

### **Site Topography, Geology, and Hydrology**

The topography of the area in the vicinity of the subject property is essentially flat and consistent with that of a coastal plain. The parcels are relatively level and are at or slightly above the road grade of S.W. 57<sup>th</sup> Avenue to the west. Lot 11 is slightly below the road grad of S.W. 56<sup>th</sup> Avenue to the east. The elevation of the property and surrounding neighborhood is on the order of 5± feet above mean sea level (msl).

According to the soil survey of Broward County, Florida, the soils on the subject property are generally categorized as Immokalee fine sand (Ia). Soils in this category are described as nearly level, deep, poorly drained, sandy soil. It is encountered on broad, low ridges in the east part of the survey area. Natural vegetation consists of slash pine, sawpalmetto, and native grasses. Under natural conditions, the water table can be encountered at a depth of 10± inches or less for 1-4± months in most years, and is encountered at a depth of 10-40± inches for most of the rest of the year.

The superposition aquifer in the area of the subject property is the non-artesian Biscayne Aquifer, which underlies an area of about 3,000 square miles in Dade, Broward, and southern Palm Beach counties. A non-artesian aquifer is one that contains water which is not confined, and the upper water surface (water table) is free to rise and fall. The wedge-shaped aquifer ranges in thickness from 100 to 400 feet thick in coastal Broward County to a few feet along the western boundary of the county, and is an interconnected hydrologic unit of permeable materials whose boundaries are set by differences in the hydrologic properties. Water in the Biscayne Aquifer supplies the majority of the potable water for the tri-county area. It is derived primarily from local rainfall, and during dry periods from canals connected to conservation areas. Because the major component of the aquifer is permeable limestone, the Biscayne Aquifer is among the most productive of its kind in the world.<sup>1</sup>

The direction of localized groundwater flow can be modified in response to influences such as topography, recharge from rainfall events, canals, water withdrawals through a pumping well, or by positive drainage canals. Therefore, the direction of groundwater flow in the subject property neighborhood is not clear based on the existing information.

<sup>1</sup> Luther W. Hyde. (1965, revised 1975) "Principal Aquifers in Florida". United States Geological Survey.

## **SITE HISTORY**

According to the property record information obtained from the Broward County Property Appraiser's Office, the subject property is listed as folio numbers 0126-08-009 (Lot 11), 0126-08-042 (Lot 44), 0126-08-043 (Lot 45), 0126-08-046 (Lot 48), 0126-08-047 (Lot 49), and 0126-08-049 (Lot 51), located in Section 26, Township 50 South, Range 41 East. The property is legally described as "*Lots 11, 44, 45, 48, 49 and 51, Block 1, DAVIE LITTLE RANCHES AMENDED SUBDIVISION, located in Plat Book 28 at Page 35, according to the Public Records of Broward County, Florida.*" Currently, the owners are listed as Bruce Black (Lot 11), Donald W. Baise (Lot 44), Gloria Badger Oliver (Lot 45), Roxanne Green (Lots 48 and 49), and Florida One Construction, Inc. (Lot 51).

### **Historical Property Ownership and Uses**

An attempt was made to determine subject property ownership and use to 1940. Potential resources included: (1) abstract of title; (2) Sanborn Fire Insurance Maps; (3) cross reference directories; (4) aerial photographs; and (5) interviews. No previous environmental or geotechnical investigations were provided by the client for review to this office.

#### **Abstract of Title**

No abstract of title was provided by the client for the subject property pursuant to our request.

#### **Sanborn Fire Insurance Maps**

The subject property was not located within the available Sanborn Fire Insurance Maps at the Fort Lauderdale Historical Society.

#### **Cross Reference Directories**

City cross reference directories (1977-1998) and Polk's cross reference directories (1955-1974) were reviewed, as available, to 1955 for previous property usage information for the subject property addresses that included: (1) addresses between 4228 and 4268 S.W. 57<sup>th</sup> Avenue; and (2) 4293 S.W. 56<sup>th</sup> Avenue. Residences were listed for 4230 and 4240 S.W. 57<sup>th</sup> Avenue. Since the subject parcels have not been assigned an address and the parcels have not previously been developed since at least 1963 (earliest available historical aerial photograph), the subject parcels were not listed in the reviewed directories. S.W. 57<sup>th</sup> Avenue was not present prior to 1976. Cross reference directories were not available for the area of the subject property for the period covering 1940-1954.

#### **Historical Aerial Photograph Review**

As part of this assessment, aerial photographs were obtained and reviewed at the Broward County Engineering Department, as available to 1963. Flyovers indicated the following as outlined in Table I:



**TABLE I. Aerial Photographs.**

<b>Flyover Date</b>	<b>Remarks</b>
January 2000	The subject lots are undeveloped and vegetated, similar to current conditions. A multi-tenant office/warehouse adjoins Lot 51 to the west, across S.W. 57th Avenue, similar to current conditions. The remaining adjoining properties are either vacant or developed with residential uses, similar to current conditions.
January 1995 February 1990 April 1987	The subject and most adjoining properties are similar to that described above. The property adjoining Lot 11 to the east (across S.W. 56th Ave. ), is undeveloped.
March 1984 February 1980	The subject lots appear similar to that described above. The single family residences north of Lot 45 and south of Lot 44 are undeveloped. What appears to be a vehicle storage area or salvage yard adjoins Lot 45 to the northeast and is approximately located on Lots 8 and 9. The remaining adjoining properties are either vacant or developed with residential uses. S.W. 57th Avenue appears to be an unimproved roadway. S.W. 56th Avenue is present similar to current conditions.
January 1976	The subject and adjoining properties appear similar to that described above. S.W. 57th Avenue is not present.
January 1971	The subject and adjoining properties appear similar to that described above, except the office/warehouse adjoining Lot 51 to the west is undeveloped and the property is vacant.
January 1967 January 1963	The subject and most adjoining properties appear similar to that described above. The vehicle storage area located northeast of Lot 45 is no longer present and the property is vacant.

### **Interviews**

According to information provided by a representative of the prospective purchaser Mr. Will Allen with the Davie Community Redevelopment Agency: (1) he has been familiar with the property for 5± years; (2) the property is zoned as "Eastside Neighborhood Special Zoning District (ENSZD); (3) each lot is 7,250± square feet in size; (4) to the best of his knowledge, the parcels have not been previously developed; (5) potable water and sanitary sewer services are available in the subject property neighborhood; (6) no municipal storm sewer system is present in the neighborhood; (7) to the best of his knowledge no above-ground storage tanks (ASTs) or underground storage tanks (USTs) are known to be located on the subject property; and (8) no environmental issues are known to be associated with the site.

## ENVIRONMENTAL DATA SEARCH

The in-house documents of SGF have been reviewed to identify facilities that are locations with known and/or potential petroleum or hazardous substance contamination that could impact the subject property. The source documents for this search include those listed under Table II (ASTM required search documents) and Table III (supplemental search documents not required by ASTM).

In addition, the U.S. Geological Survey Topographic Map (Fort Lauderdale South, FL Quadrangle), and information obtained from state and county files in the course of previous file inspections, were reviewed as part of this assessment.

**TABLE II. ASTM E 1527 Required Search Documents.**

Document	Approx. Min. Search Distance
EPA's National Priorities List (NPL)	1.0± mile
EPA's CERCLIS (Superfund) List	0.50± miles
EPA's Emergency Response Notification System (ERNS)	subject property only
DEP's RCRA Notifiers List for Treatment, Storage and Disposal (TSD) Facilities	1.0± mile
DEP's Florida State Funded Action Sites List	1.0± mile
DEP's RCRA Hazardous Waste Generator Facility Directory	subject and adjoining properties
DEP's Registered Stationary Tank Inventory (STI)	subject and adjoining properties
DEP's Leaking Underground Storage Tank (LUST) Directory	0.50± miles
DEP's Solid Waste/Landfill Facility Directory	0.50± miles

EPA = United States Environmental Protection Agency

DEP = State of Florida Department of Environmental Protection

**EPA's National Priorities List (NPL).** Facilities listed within this publication are identified as being uncontrolled or abandoned hazardous waste sites identified for priority remedial actions under the Superfund Program of the US EPA. No facilities listed in this document were located within the approximate minimum search distance (1.0± mile).

**EPA's CERCLIS (Superfund) List.** Facilities listed within this publication are identified as having been investigated through the Superfund Program of the US EPA, listing dates of discovery, inspection, assessment, etc. No facilities listed in this document were located within the approximate minimum search distance (0.50± miles).

**EPA's Emergency Response Notification System (ERNS).** Facilities listed within this publication are identified as having been input into a national data base which is used to collect information on reported releases of oil and hazardous substances. The information within the data base is obtained from reports submitted to the US EPA, the US Coast Guard, the National Response Center and the Department of Transportation. No facilities listed in this document were located within the approximate minimum search distance (subject property).

**DEP's RCRA Notifiers List for Treatment, Storage and Disposal (TSD) Facilities.** Facilities listed within this publication are identified as being the sites of treatment, storage and/or disposal of hazardous waste. No other information is provided. No facilities listed in this document were located within the approximate minimum search distance (1.0± mile).

**DEP's Florida State Funded Action Sites List.** Facilities listed within this publication are identified as being contaminated sites that are considered for assessment and remediation by the State of Florida DEP. No other information is provided. No facilities listed in this document were located within the approximate minimum search distance (1.0± mile).

**DEP's RCRA Hazardous Waste Generator Facility Directory.** Facilities listed within this publication are identified as being generators of hazardous waste. No other information is provided. No facilities listed in this document were located within the approximate minimum search distance (subject or adjoining properties).

**DEP's Registered Stationary Tank Inventory (STI).** Facilities listed within this publication are identified as being the sites of underground storage tanks (USTs) and/or above-ground storage tanks (ASTs). *"Contaminated sites" identified within this publication have been supplemented by the Leaking Underground Storage Tank (LUST) Directory as outlined below.* No facilities listed in this document were located within the approximate minimum search distance (subject or adjoining properties).

**DEP's Leaking Underground Storage Tank (LUST) Directory.** Facilities listed within this publication are identified as being the sites of documented petroleum contamination and as having applied to the State of Florida Early Detection Incentive (EDI) Program and/or the Petroleum Liability Insurance Restoration Program (PLIRP). Application to the EDI program was in place through December 31, 1988, and provides State funded remediation of soil and groundwater petroleum contamination for qualified storage tank locations. Application to the PLIRP provides up to one million dollars in restoration coverage and third-party liability insurance to eligible owners and operators of petroleum storage systems for incidents of inland contamination related to the storage of petroleum products discovered on or after January 1, 1989. A site is assigned a score on a scale from 1 to 251, with a score of 251 indicating the most severe contamination conditions. A site is ranked on a scale from 1 to 10,870, with 1 being the highest cleanup priority. No facilities listed in this document were located within the approximate minimum search distance (0.50± miles).

**DEP's State Solid Waste/Landfill Facility Directory.** Facilities listed within this publication are identified as solid waste treatment facilities. No facilities listed in this document were located within the approximate minimum search distance (0.50± miles).

TABLE III. Supplemental Search Documents.

Document	Approx. Min. Search Distance
EPA's Facility Index System (FINDS) List	subject and adjoining properties
DEP's RCRA Notifiers List	subject and adjoining properties
DEP's Domestic Waste Facility Directory	subject property only
DEP's Industrial Waste Facility Directory	subject and adjoining properties
DEP's Drycleaning Facilities	subject and adjoining properties
DPEP's Storage Tank Master File	subject and adjoining properties
DPEP's EDI/Environmental Assessment Report	subject and adjoining properties
DPEP's Hazardous Material Master List	subject and adjoining properties

DPEP = Broward County Department of Planning and Environmental Protection

**EPA's Facility Index System (FINDS) List.** Facilities listed within this publication have been identified as data based through the RCRA Information System (RCRIS), Permit Compliance System (PCS), Compliance Data & Air Facility (AFS), Pesticides and TSCA Enforcement System (FAT), Pesticides & Toxic Substance (FTT), PCB Activity Data System (PAD), Superfund Law (CER), Enforcement & Compliance Monitoring Systems (DOC), Chemical Docket System (CRD), Hazardous Waste Control Technology (CON), Federal Facility Information System (FFI), Chemicals in Commerce Information System (CIC), State System (STA), Medical Waste Under RCRA (RCJ), Toxics Release Inventory Systems (TRI), Section Seven Tracking System (SST), and the Chemical Update System (CUS) of the US EPA. Sites listed within this publication relate to permit applications, inspection reports, or Superfund sites, and do not necessarily pose an environmental or health threat. No facilities listed in this document were located within the approximate minimum search distance (subject and adjoining properties).

**DEP's RCRA Notifiers List.** Facilities listed within this publication have been identified as being one of the following: (1) large quantity generators (LQG), more than 1,000 kg per month; (2) small quantity generators (SQG), 100-1,000 kg per month; (3) limited quantity generators (CEG), less than 100 kg per month; (4) Transporters (TRANS); (5) Burner/blenders (BBL); or (6) Recyclers (REC) of hazardous waste. No other information is provided. No facilities listed in this document were located within the approximate minimum search distance (subject and adjoining properties).

**DEP's Domestic Waste Facility Directory.** This publication identifies domestic waste treatment facilities. No facilities listed in this document were located within the approximate minimum search distance (subject property).

**DEP's Industrial Waste Facility Directory.** This publication identifies industrial waste treatment facilities. No facilities listed in this document were located within the approximate minimum search distance (subject and adjoining properties).

**DEP's Drycleaning Facilities.** Facilities listed within this publication are identified as being the sites of current or former dry cleaning facilities. No other information is provided. No facilities listed in this document were located within the approximate minimum search distance (subject and adjoining properties).

**DPEP's Storage Tank Master File.** Facilities listed within this publication are identified as having applied for a DPEP Storage Tank permit. This list identifies facilities with operating permits and does not include specific information concerning the sites. No facilities listed in this document were located within the approximate minimum search distance (subject and adjoining properties).

**DPEP's EDI/Environmental Assessment Report.** Facilities listed within this publication are identified as having applied for the State of Florida Early Detection Incentive (EDI) Program, the Petroleum Liability Insurance Restoration Program (PLIRP) and/or the Abandoned Tank Restoration Program ATRP. In addition, this list indicates facilities have been investigated through the Environmental Assessment Section of the DPEP. No facilities listed in this document were located within the approximate minimum search distance (subject and adjoining properties).

**DPEP's Hazardous Material Master List.** This publication identifies the following facilities located within, or in close proximity to, the approximate minimum search distance (subject and adjoining properties), as being licensed hazardous material facilities and does not include specific information concerning the sites. The subject property was not listed.

- Haniff Auto Salvage, 4221 S.W. 57th Terrace (350± feet west);
- International Salvage, Inc., 4285 S.W. 57th Terrace (350± feet west).

### **ENVIRONMENTAL REGULATORY AGENCY REVIEW**

The following agencies and utility were visited and/or contacted to review records and determine if information exists pertaining to a release of petroleum or hazardous substances on, or adjoining the subject property:

1. State of Florida Department of Environmental Protection (DEP);
2. Broward County Department of Planning and Environmental Protection (DPEP);
3. Florida Power & Light Company (FP&L).

#### **State of Florida Department of Environmental Protection (DEP)**

According to the DEP, files related to environmental concerns associated with stationary tanks and hazardous waste generators are maintained by the DPEP. The DPEP has been contracted by the DEP to regulate stationary tanks, and maintain complete files on compliance/enforcement activities within their jurisdiction (Broward County). In addition, the DPEP maintains files on hazardous waste generators; however, the DEP performs the inspections on these facilities and maintains enforcement action records.

#### **Broward County Department of Planning and Environmental Protection (DPEP)**

The offices of the Broward County DPEP were visited on July 6, 2001. The purpose of the visit was to review records pertaining to environmental concerns that relate to the subject property and/or subject property neighborhood. The available information is outlined below. No storage tank or hazardous materials facilities were listed in the DPEP data bases for the subject or adjoining properties.

#### **Hazardous Materials Facilities Section**

The files for the Haniff Auto Salvage facility, located 350± feet west of the subject property at 4221 S.W. 57th Terrace and the International Salvage, Inc. facility, also located 350± feet west of the subject property at 4285 S.W. 57th Terrace, were reviewed due to their close proximity to the subject property. According to information contained in the files, both facilities have current Hazardous Material Facility Licenses and no reports of discharges are listed for either facility. Haniff Auto Salvage has been issued previous violations for improper labeling and secondary containment issues; however, both facilities are currently in compliance.

#### **DPEP's Wellfield Protection Maps**

According to the Broward County Wellfield Protection Maps, the subject property is not located within a wellfield protection zone.

### **Florida Power & Light Company (FP&L)**

Electricity is provided to the area by Florida Power & Light (FP&L) Company powerlines situated in utility easements that extend along the east side of S.W. 57<sup>th</sup> Avenue, the west side of S.W. 56<sup>th</sup> Avenue, as well as between Lots 1 through 11 and Lots 43 through 53. A pole mounted transformer unit was located near the southwest corner of Lot 11 and near the southeast corner of Lot 51. No pad mounted units were observed on the subject parcels. According to information provided by FP&L representatives in the past, information pertaining to the exact PCB content, if any, of pad or pole mounted transformer equipment is unknown. Accordingly, FP&L must consider the equipment as PCB contaminated under US EPA regulations. In accordance with US EPA regulations, equipment containing less than 500 parts per million (ppm) of PCB does not require removal. In the event of leakage or spillage of oil from electrical equipment owned by FP&L, the company assumes responsibility for the proper clean-up and disposal of oily material regardless of PCB content. A PCB transformer as defined and regulated by the US EPA and DEP, is any transformer that contains 500 ppm or greater of PCBs. A PCB contaminated transformer as defined and regulated by the US EPA and DEP, is any transformer that contains 50-499 ppm of PCBs.

### **SITE VISIT**

An SGF representative visited the site and conducted a visual survey of the subject property on July 3, 2001 (Figures 3-3e). A walkover of the site was conducted to observe conditions both on the site and on adjacent properties, where accessible. No owner or client representative was present during the site visit.

### **Subject Property Observations**

The subject property consists of six (6) 7,250± square foot (0.17± acres) rectangular-shaped non-contiguous parcels of land that comprise a total area of 43,500± square feet (1.0± acre). The subject parcels include Lots 11, 44, 45, 48, 49 and 51. Lot 11 is situated on the west side of S.W. 56<sup>th</sup> Avenue, just southeast of Lot 44. Lots 44, 45, 48, 49 and 51 are located on the east side of S.W. 57<sup>th</sup> Avenue. The six parcels are positioned on the south side of S.W. 42<sup>nd</sup> Street. Lots 44 and 45 are contiguous, as well as Lots 48 and 49. The subject parcels are otherwise separated from each other by either undeveloped residential parcels or single family residences.

The individual parcels are oriented in an east-west direction. The collective parcels 44, 45, 48, 49 and 51 are bounded to the north, east and south by either undeveloped residential parcels or single family residences; and to the west by S.W. 57<sup>th</sup> Avenue, beyond which lies undeveloped land, apartments, a multi-tenant office/warehouse building and a single family residence to the southwest, west central and northwest, respectively. Lot 11 is bounded to the north, south and west by either undeveloped residential parcels or single family residences; and to the east by S.W. 56<sup>th</sup> Avenue, beyond which lies undeveloped residential parcels and single family residences. The parcels are relatively level and are at or slightly above the road grade of S.W. 57<sup>th</sup> Avenue to the west. Lot 11 is slightly below the road grade of S.W. 56<sup>th</sup> Avenue to the east.

Vegetation primarily consisted of lawn height grasses and weeds on Lots 48, 49 and 51. Several mature trees and taller grass, bushes and weeds were present on Lots 11, 44 and 45, thereby limiting and/or preventing access in some of these areas. A small makeshift camp and bedding was also noted under a tree located on the east side of Lots 44 and 45. The viewed vegetation appeared healthy and no distressed areas or areas of soil staining were observed in the accessed areas at the time of the site visit; however, some areas on Lot 11 appeared brown due to an apparent lack of watering/rain.



Potable water and sanitary sewer services are available to the area of the subject property by the City of Davie, although water and sewer lines have not yet been installed on the individual parcels. Stormwater runoff not handled by on-site percolation is likely directed to adjoining properties and roadways as no catch basins were noted in the paved streets or grassy areas.

Electricity is provided to the area by Florida Power & Light (FP&L) Company powerlines situated in utility easements that extend along the east side of S.W. 57<sup>th</sup> Avenue, the west side of S.W. 56<sup>th</sup> Avenue, as well as between Lots 1 through 11 and Lots 43 through 53. A pole mounted transformer unit was located near the southwest corner of Lot 11 and near the southeast corner of Lot 51. No pad mounted units were observed on the subject parcels. No apparent leakage from the pole mounted units or staining of the underlying soil or pavement were noted at the time of the site visit.

No natural gas, propane gas, emergency generators, AST's or UST's are known to be located on the subject parcels. In addition, no fill ports or vent pipes normally associated with UST's were observed on the accessible portions of the site at the time of the site visit. No registered storage tank facilities were reported for the subject property in the reviewed regulatory data bases.

Except for limited household trash (*i.e.* paper, plastic, bottles, cans) intermittently located on the parcels, no significant solid waste dumping was observed in the accessible areas. More solid waste dumping consisting of general household trash was noted on Lot 11 than the remainder of the subject parcels and a car was parked near the northeast corner of Lot 11. No improperly-stored petroleum or hazardous substances were observed on the accessible portions of the property and no evidence of a release of petroleum or hazardous substances were observed on the property at the time of the site visit.

#### **Adjacent Property Observations**

The adjoining parcels were viewed from public right-of-ways to the extent accessible. Adjoining property uses include: Undeveloped residential parcels or single family residences to the north, east and south; and undeveloped land, apartments, a multi-tenant office/warehouse building and a single family residence to the southwest, west central and northwest, respectively, across S.W. 57<sup>th</sup> Avenue. No items of environmental concern were noted in association with the adjoining properties to the extent viewed at the time of the site visit.

#### **LIMITATIONS**

This assessment is limited to a site walkover to the extent accessible, a review of the site history, an Environmental Data Search<sup>®</sup> and an environmental regulatory agency review. Because no subsurface investigation or qualitative/quantitative chemical testing were performed as part of this assessment, it does not represent a comprehensive environmental assessment of the site.

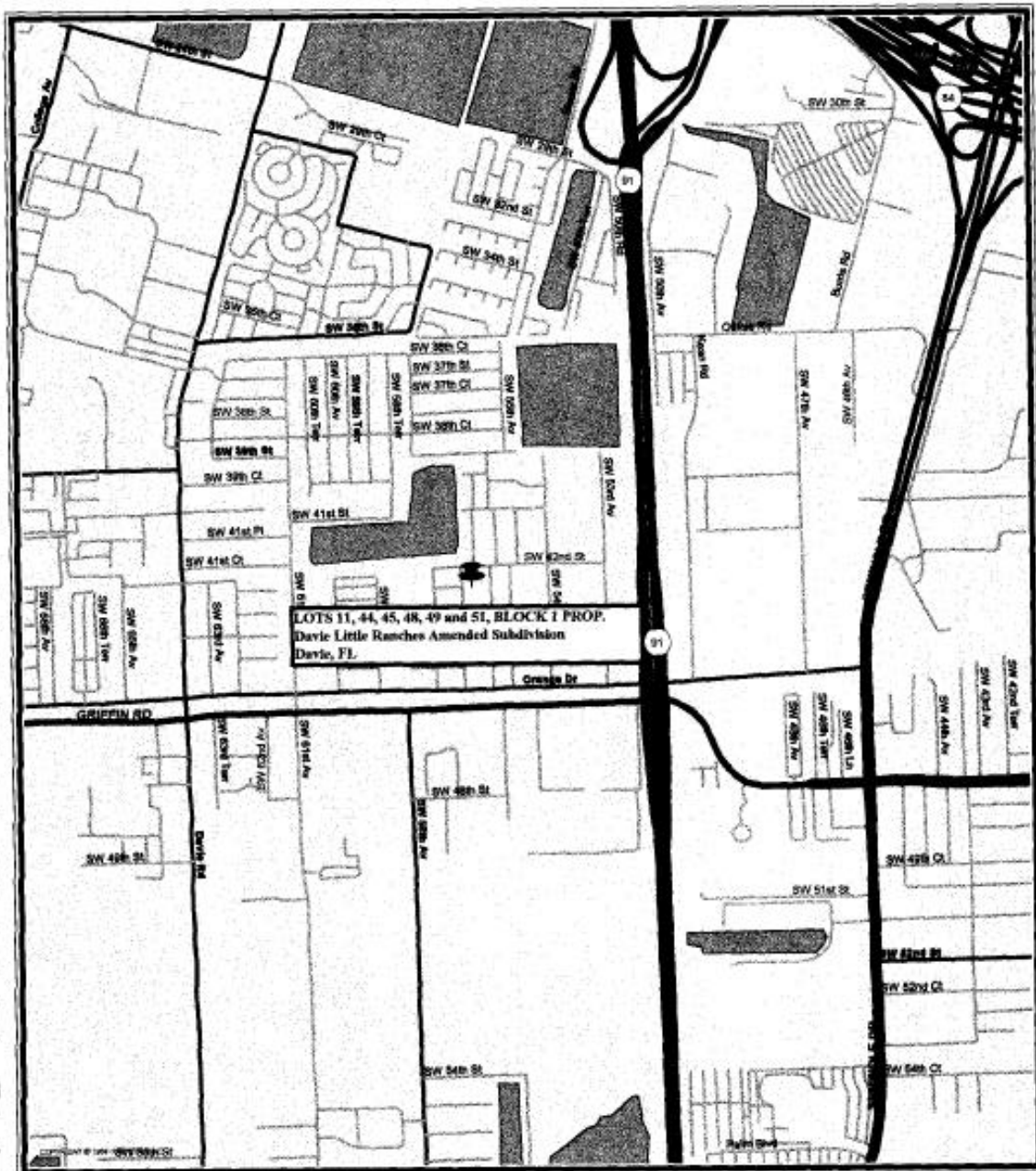
The opinions and conclusions embodied in this report are based upon the information available to SGF at the time of this submittal. SGF therefore, reserves the right to amend its recommendations and opinions, if information obtained at a later date so requires. In addition, the client recognizes that the services provided by SGF are solely for the benefit of the client, addressee, and lender, and that any person or party designated by the client to receive information regarding work for the client may not do so without the express written permission of SGF, and shall be subject to the SGF *Terms and Conditions*.

*Copyright, 1990, SGF Environmental Consultants, Inc.*

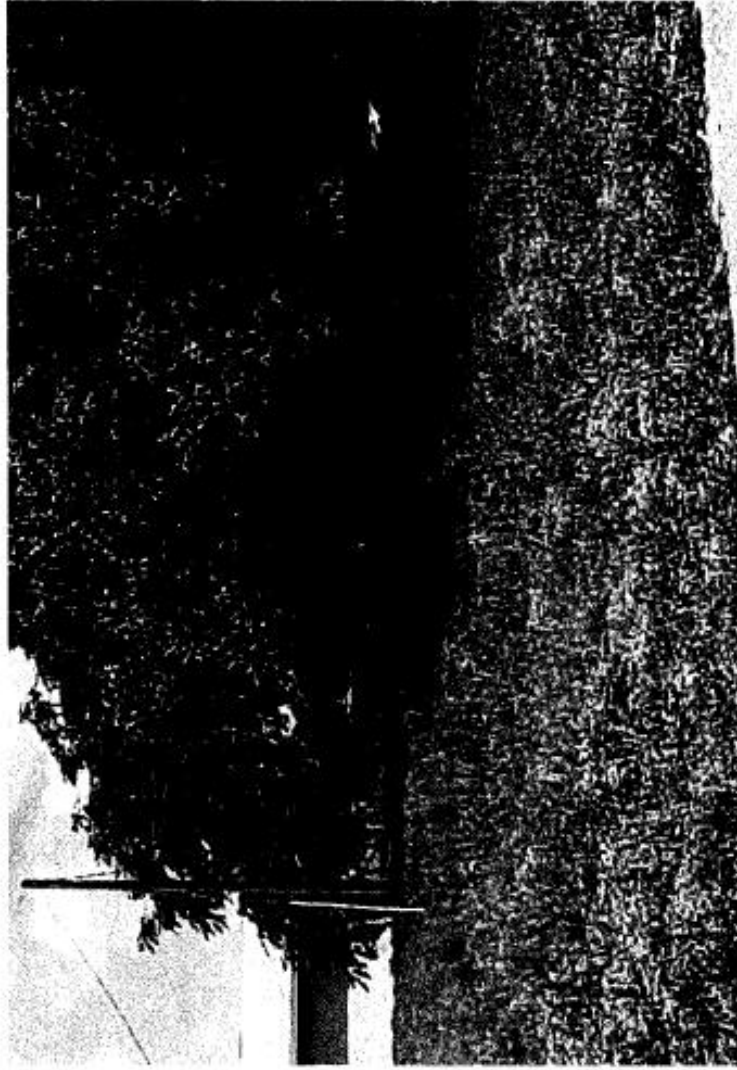
## FIGURES



FIGURE 1. Site Location Map







Date of Photo: 07/03/01 Photo by: MAF

**FIGURE 3. View of Lot 11 - facing west.**

Lots 11, 44, 45, 48, 49 & 51, Block 1 Prop. Davie Little Ranches Amended Subdivision Davie, Florida	SGF Environmental Consultants, Inc. 10239 West Sample Road Coral Springs, Florida
---	---



Date of Photo: 07/03/01 Photo by: MAP

FIGURE 3a. View of Lot 44 - facing east.

Lots 11, 44, 45, 48, 49 & 51, Block 1 Prop. Davie Little Ranches Amended Subdivision Davie, Florida	SGF Environmental Consultants, Inc. 10239 West Sample Road Coral Springs, Florida
---	---



Date of Photo: 07/03/01 Photo by: MAF

FIGURE 3b. View of Lot 45 - facing east.

<p>Lots 11, 44, 45, 48, 49 &amp; 51, Block 1 Prop.          Davie Little Ranches Amended Subdivision          Davie, Florida</p>	<p>SGF Environmental Consultants, Inc.          10239 West Sample Road          Coral Springs, Florida</p>
--	--

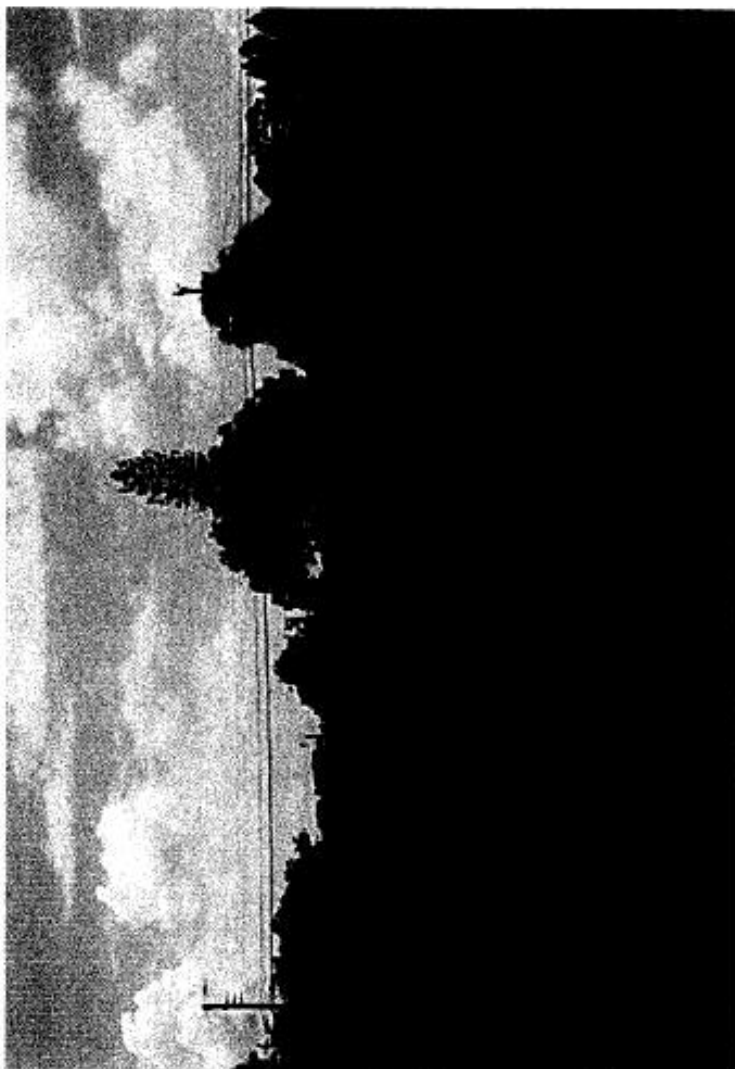


Date of Photo: 07/03/01 Photo by: MAF

FIGURE 3c. View of Lot 48 - facing east.

<p>Lots 11, 44, 45, 48, 49 &amp; 51, Block 1 Prop. Davie Little Ranches Amended Subdivision Davie, Florida</p>	<p>SGF Environmental Consultants, Inc. 10239 West Sample Road Coral Springs, Florida</p>
--	--





Date of Photo: 07/03/01 Photo by: MAF

**FIGURE 3e. View of Lot 51 - facing east.**

Lots 11, 44, 45, 48, 49 & 51, Block 1 Prop. Davie Little Ranches Amended Subdivision Davie, Florida	SGF Environmental Consultants, Inc. 10239 West Sample Road Coral Springs, Florida
---	---





#### TERMS and CONDITIONS

SGF Environmental Consultants, Inc. (Company) proposes to perform the services described in the attached Work Plan at a charge pursuant to the attached Fee Schedule and under the conditions and circumstances as are set forth herein as follows:

**1. Billings/Payment:** Invoices for Company's services shall be submitted at Company's option, either upon completion of such services or at the end of each calendar month, and mailed to Client at the address indicated in the attached Work Plan. All such invoices shall be payable upon receipt, and in the event that payment is not duly made within thirty (30) days, the outstanding balance shall bear interest at the rate of one and a half (1.5%) per month from date of original billing or at the highest interest rate permitted by law, whichever is less. It is further understood and agreed that if Client fails to pay any invoice due to Company within thirty (30) days after the date thereof, Company, without waiving any other claim or right against Client, and without liability whatsoever to Client, may terminate its performance hereunder. In the event that Company places any invoice which is unpaid after the due date, with an agency or an attorney for collection, Client shall pay all costs and expenses of such collection, including without limitation attorney's fees and court costs, if any.

**2. Limitations:** Client recognizes that Company's services are solely for the benefit of the Client, addressee and lender, and that any person or party designated by Client to receive information regarding work for Client may not do so without the express written consent of Company, and shall be subject to the SGF terms and conditions without modification. Company also recognizes that Company's services require decisions which are not based upon pure science but rather on judgmental considerations. Company shall perform its services in accordance with generally accepted practices. Client agrees that such services shall be rendered without any warranty, expressed or implied, and that Company shall be responsible solely for its own negligence.

**3. Professional Liability:** Client agrees to assume the defense of and to indemnify and hold harmless to such extent as will limit any and all liability, claims for damages, cost of defense, or expenses which may be brought, levied against, or incurred by Company on account of any claimed error, omission, or negligence to a sum not to exceed the aggregate of Company invoices submitted hereunder. Client further agrees to notify contractor or subcontractor who may perform work in connection with any report or study prepared by Company, of such limitation of Professional Liability for errors, omissions, or professional negligence, and to require, as a condition precedent of their performing work, a like indemnity and limitation of liability on their part as against Company. In the event that Client fails to obtain a like indemnity and limitation of liability, any liability of Company to such contractor or subcontractor arising out of alleged error, omissions or professional negligence shall be allocated between Client and Company in such a manner that the aggregate liability of the Company to all parties, including client, shall not exceed the aggregate amount of invoices submitted hereunder. If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute can not be settled through negotiation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

In the event that the Client makes claim against Company, at Law or otherwise, for any alleged error, omission, or act arising out of the performance of Company's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by Company in defending itself against such claim, including, without limitation, personnel-related costs, attorneys' fees, court costs, and other claim-related expenses, including, without limitation, costs, fees and expenses of experts.

Company will not be liable for damage or injury arising from damage to or interference with subterranean structures (including without limitation, pipes, tanks, telephone cables, etc.) which are not called to Company's attention and not correctly shown on the plans furnished by Client in connection with work performed under this Work Plan.

**4. Warranty:** Consultant's makes no warranty, either expressed or implied, as to Consultant's findings, recommendations, plans, specifications, or professional advice. Consultant has endeavored to perform its services in accordance with generally accepted standards of practice in effect at the time of performance. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to client.

**5. Right of Entry:** Client hereby grants to Company or represents and warrants (if the project location is not owned by Client) that permission has been duly granted for the Right of Entry from time to time, by Company, its agents, staff, consultants, and contractors or subcontractors, upon the project location for the purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test borings and other soil and water samplings, pursuant to the Work Plan.

The Client hereby recognizes that as part of conductance of the work scope, certain sampling procedures will result in collection of development/purge water and soil cuttings to be stored on site in clean containers until subsequent laboratory analysis is complete. Client recognizes that said containers, soils and ground water are the property of the property owner and must be disposed by the property owner according to applicable laws, at their own expense.

The Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter, or damage the terrain and affect vegetation, buildings, structures, and equipment in, at, or upon the study area. Client accepts the fact that this is inherent to Company's work and will not hold Company liable or responsible for any such reasonable effect, alteration or damage.

**6. Public Liability:** Company represents and warrants that its staff is protected by Worker's Compensation insurance with statutory limits; and that Company has such coverage under Public Liability and Property Damage insurance policies which Company deems adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Only within and only to the extent of the limits and conditions of such insurance, Company agrees to indemnify and save Client harmless from any claims, demands, suits, or liabilities arising from any negligent acts by Company, its agents, staff, contractors or consultants employed or engaged by it. In no event shall Company be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion, beyond the amounts, limits, and conditions of such insurance, or if such loss, damage, or liability is excluded from such coverage of such insurance.

**7. Duty of Client:** Client agrees to defend and save Company harmless from all liability, claims, demands, and suits, including expenses of suit and reasonable attorneys' fees, arising from personal injuries, including disease and/or death, property loss or damage, injuries to others (including personnel of Client and of Company, its contractors and subcontractors performing work hereunder), or from air, water, or ground pollution or environmental degradation arising out of or in any manner connected with or related to the performance of this Work Plan, except if such injury, loss, or damage shall be caused by the sole negligence or willful misconduct of Company, its employees, agents, or representatives.

It shall be the duty of Client to advise Company promptly of any known or reasonably knowable hazardous substances or any condition existing in, on, or near the premises upon which work is to be performed by Company's employees or subcontractors that presents a potential or possible health hazard or nuisance. If Client fails to advise Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered during the course of the work, and such discovery in the judgment of Company results in or may result in injury or a health risk to persons, whether Company's personnel, Client's personnel, or others, Client agrees that it shall assume full responsibility and liability and shall hold Company harmless from any or all claims, demands, suits, or liabilities for personal injury including disease, medical expenses, including but not limited to continued health monitoring and/or death, property damage, economic loss, including consequential damages.

If any unforeseen hazardous substances or other unforeseen conditions are encountered during execution of the work which, in the judgment of the Company, significantly affect or may affect the work or the recommended Work Plan, Company will notify Client as soon as practicable. In that event, Client and Company agree to pursue one of the following: (1) If practicable, in the judgment of the Company, complete the original Work Plan; (2) Modify the Work Plan and budget estimate to include study of the previously unforeseen conditions, with this Contract being amended accordingly and in writing; or (3) Terminate the Work Plan. In the event of termination, Client agrees to pay Company in full for all work completed and fees due until written termination notice has been received by Company and to pay all costs incurred by Company prior to and in connection with discontinuing the work hereunder, such as completion of files and preparation of a written report to Client of findings to date of termination and all costs associated with subcontract termination.

**8. Confidentiality:** Company will not knowingly release information regarding work for client, except for information that is in the public domain or is provided by third parties, to any person other than Client and to persons designated by Client. Company may notify Client of conditions, if identified, which in Company's professional opinion, may present a potential public health or public safety hazard. It is the Client's responsibility to release and to notify appropriate public agencies in a timely manner of any information that may be necessary to preserve public health or public safety or in order to limit future public risks. Client agrees to hold Company harmless against any and all claims, demands, suits, or liabilities as a consequence of release of the information which may be necessary to preserve public health or safety. Notwithstanding the above, Company will exercise its best efforts to comply with any federal, state, county, or municipal law, regulation, ordinances, or legal obligations regarding the reporting of findings to appropriate public agencies. Client agrees to hold Company harmless against any and all claims, demands, suits or liabilities resulting from such actions by Company.

**9. Opinions of Probable Clean-up and Disposal Costs:** The Company may give opinions of probable clean-up and disposal costs as part of the Work Plan. These opinions may also involve approximate quantity estimates. The Client understands and agrees that quantity estimates are not accurate enough for clean-up and disposal bids. Company does not guarantee or warrant the accuracy of estimates of probable clean-up and disposal costs as compared to bids of Contractors, or compared to actual clean-up and disposal costs.

**10. Documents:** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Company as instruments of service shall remain the property of Company. Client agrees that all reports and other work furnished to Client or its agents, shall be utilized by the Client solely for the purposes of the contemplated project. Any documents prepared by Company which are not paid for by Client, shall be returned upon demand and shall not be used by Client for any purpose whatsoever. The Company will retain all pertinent records relating to performed services for a period of two (2) years following submission of the report, during which period the records will be made available to the Client at Company's Office at all reasonable times. Copies will be prepared by Company for Client for reasonable cost of reproduction.

**11. SGF Environmental Consultants, Inc. is an Equal Opportunity Employer.**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF  
THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE PURCHASE OF SIX  
(6) LOTS IN THE EASTSIDE NEIGHBORHOOD; PROVIDING FOR AN  
EFFECTIVE DATE

WHEREAS, the Community Redevelopment Agency of the Town of Davie ("CRA") has determined that it is in the best interests of the CRA to acquire certain lots within the area known as the Eastside Neighborhood located within the CRA's community redevelopment area; and

WHEREAS, upon such acquisition the CRA intends to make such lots available to qualified persons to obtain loans to construct homes upon such lots, to offer such lots for participation in programs of Habitat for Humanity, or to otherwise dedicate such lots for uses consistent with the community redevelopment plan of the CRA; and

WHEREAS, the Redevelopment Administrator has identified six (6) lots within the Eastside neighborhood for acquisition by the CRA and has obtained appraisals, title commitments and Phase I audits on the following lots:

Lots 11, 44, 45, 48, 49 and 51, Block 1 of Davie Little Ranches Amended,  
according to the plat thereof recorded in Plat Book 28, Page 35 of the Public  
Records of Broward County

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE TOWN OF DAVIE:

1. That the Redevelopment Administrator is hereby authorized to execute purchase and sale contracts on behalf of the CRA for the six (6) lots described above and shall take all steps and execute all documents necessary to close the transactions.
2. That the CRA shall enter into purchase and sale contracts only in the amount of the appraisal received for each of the six (6) lots.
3. That the CRA shall obtain these lots through voluntary sale only and no condemnation of these lots is authorized hereby.
4. That this Resolution shall take effect immediately upon its adoption.

Adopted this 9th day of July, 2001.

Community Redevelopment Agency of the  
Town of Davie

By:   
Neal Kulis, Chair